

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Henry "Geno" Trujillo ("Plaintiff") and State of New Mexico Department of Public Safety (hereinafter collectively referred to as "Defendant").

WHEREAS, Plaintiff filed a Charge of Discrimination against Defendant with the Equal Employment Opportunity Commission, No. 543-2013-00308, which was jointly filed with the New Mexico Human Rights Division, ("the Charge"); and filed suit in First Judicial District Court of the State of New Mexico No. D-101-CV-2012-03087 (The "Lawsuit").

WHEREAS, Defendant denies that it acted wrongfully or unlawfully toward Plaintiff in any respect; and

WHEREAS, Plaintiff and Defendant have agreed that it is in their mutual interest, in order to avoid further costs of litigation, to resolve fully and finally all of their disputes, including the claims and charges concerning, relating to, or arising out of Plaintiff's employment, upon the terms and conditions more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in full settlement of all claims and causes of action which each party has against the other, Plaintiff and Defendant covenant and agree as follows:

1. Plaintiff acknowledges and agrees that his employment with Defendant, State of New Mexico, New Mexico Department of Public Safety, has terminated, and that he shall not be eligible to be rehired by Defendant New Mexico Department of Public Safety, its affiliates or subsidiaries and further agrees that he will not apply for employment with Defendant New Mexico Department of Public Safety in the future. Plaintiff further acknowledges and agrees

that the forbearance to seek future employment as stated in this paragraph is purely contractual and is in no way involuntary, discriminatory, or retaliatory.

2. Simultaneously with the execution and delivery of this Agreement, Plaintiff shall execute and deliver a Release in the form of Appendix A hereto ("General Release").

3. Simultaneously with the execution and delivery of this Agreement, Plaintiff shall execute and deliver to counsel for Defendant a Stipulation of Dismissal of the Lawsuit. The parties further agree that submission of this Agreement to the EEOC will constitute a request for closure of EEOC Charge No. 543-2013-00308.

4. Simultaneously with the execution and delivery of the Agreement and the General Release and the Stipulation of Dismissal, Defendant shall pay to Plaintiff the sum of Three Hundred and Ten Thousand and NO/100 Dollars (\$310,000.00) ("the payment"). This payment is in full satisfaction of all claims against Defendant in the Lawsuit and pending Charge, asserted or unasserted, and which Plaintiff acknowledges is not otherwise owed to him by Defendant and is good and sufficient consideration for the undertakings herein. It is expressly understood that Plaintiff waives and relinquishes any claim, right, or entitlement to any other statutory claims, all common law claims, the costs of this action, and for attorney fees and disbursements. The payment shall be made in the form of a check made payable to Henry Trujillo and his attorney, Narciso Garcia, Jr.

5. In the event there is any tax or withholding liability on all or any portion of the payment set forth in Paragraph 4, Plaintiff agrees to be fully responsible for any such liability and to indemnify and hold harmless Defendant for any liability, interest, penalty or other assessment levied on Defendant by the Internal Revenue Service or the New Mexico Taxation

and Revenue Department, including payment of attorney fees and costs incurred in connection with any actions taken by the Internal Revenue Service or the New Mexico Taxation and Revenue Department.

6. Plaintiff warrants and represents to Defendant that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or organization any matter recited in the General Release or any part or portion thereof, and agrees to indemnify and hold harmless Defendant and all other Releasees as defined in the General Release (Appendix A hereto) from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense (including payment of attorney fees and costs actually incurred whether or not litigation is commenced), lien, action, and cause of action, based on, in connection with, or arising out of any such assignment or transfer or purported or claimed assignment or transfer.

7. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, employees, and agents of the parties hereto to the extent permitted by law.

8. Neither this Agreement nor anything contained herein shall constitute or be construed as an admission of liability by Defendant, its affiliates or subsidiaries, and Plaintiff specifically acknowledges that it does not constitute such an admission.

9. Plaintiff represents and warrants to Defendant that he has not published or disclosed or caused to be published or disclosed, and will not publish or cause to be disclosed, directly or indirectly, explicitly or implicitly, or comment upon in any manner whatsoever (i) the fact of this Agreement and/or (ii) the contents hereof to any person or entity other than his spouse, his attorney, Narciso Garcia, Jr., and tax adviser, as allowed by law so long as all such individuals

agree to maintain the confidentiality of the settlement terms in accordance with this confidentiality provision. Plaintiff and Defendant further agree not to disclose, unless and only if asked, either orally or in writing, to any person or entity other than their attorneys, or tax advisers, or as may be required by law (i) the fact or content of this Agreement, other than to state that “the matter has been resolved,” or (ii) the allegations underlying the Lawsuit and pending Charge.

10. Plaintiff hereby agrees that he will not disclose to anyone, except as may be required by law, any confidential or proprietary information which he may have about Defendant New Mexico Department of Public Safety, including, but not limited to, proprietary and confidential information, financial data, or information regarding its employees.

11. Plaintiff acknowledges that he has consulted with his counsel, Narciso Garcia, Jr., with respect to the meaning and effect of this Agreement on both his rights and obligations. Plaintiff also acknowledges that he understands that as a result of entering into this Agreement and signing the attached General Release and Stipulation of Dismissal with Prejudice, he has waived his right to assert any legal claim or right against Defendant arising from any conduct by Defendant New Mexico Department of Public Safety, or any of its officers, agents or employees, through the date of this Agreement, including, without limitation, his rights under federal, state and local laws prohibiting employment discrimination (age, sex, race, handicap, and other forms of discrimination). This includes, but is not limited to, claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, Employee Retirement Income Security Act, Equal Pay Act, Family and Medical Leave Act of 1993, Civil Rights Act of

1991, Americans with Disabilities Act, Older Workers Benefit Protection Act, Workers Adjustment and Retraining Notification Act, and any claim for attorney fees.

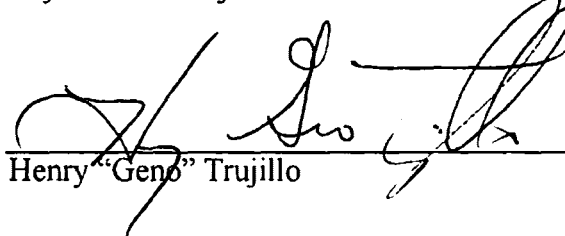
12. Plaintiff and Defendant further agree to refrain from expressions, oral or otherwise, that are derogatory or cast aspersions on the Plaintiff or on the business of Defendant New Mexico Department of Public Safety, or its departments, divisions or subdivisions or any of its employees, including, but not limited to, expressions relating to its methods of doing business, the effectiveness of its policies, and the quality of any of its service or personnel. This provision is intended to cover all forms of communication, including oral and written, explicit and implied.

13. This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive expression of its terms. This Agreement, which shall be deemed to be a contract under seal, shall supersede prior discussions or understandings, oral and written, among the parties in connection with the subject matter hereof. This Agreement may be modified only by a writing signed by all parties.

14. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

In witness whereof, Henry "Geno" Trujillo and Defendant have executed this Agreement.

Date: 5/22/15


Henry "Geno" Trujillo

Date: _____

Department of Public Safety

Subscribed and sworn to before me by Henry "Geno" Trujillo this 22nd day of May, 2015.



6/3/19

Sara L. Coleman
Notary Public

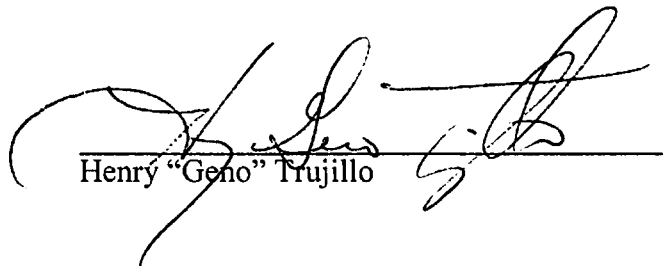
APPROVED BY:

Narciso Garcia, Jr.

GENERAL RELEASE

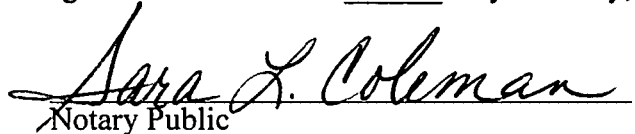
Date: MAY, 22, 2015.

In consideration of the mutual promises and covenants recited in the Settlement Agreement, Henry "Geno" Trujillo ("Plaintiff") remises, releases and absolutely and forever discharges New Mexico Department of Public Safety, including its departments, divisions and subdivisions, and each of its administrators, directors, officers, employees, attorneys and agents, insurers, successors and assigns ("Releasees") of and from any and all suits, claims, demands, damages, debts, liabilities, accounts and sums of money, interest, reckonings, obligations, attorney fees, costs, expenses, liens, actions and causes of action, known or unknown, which against any of them, the undersigned now has or ever had, to and including the date hereof, including, but not limited to, claims pursuant to cause, matter, or thing arising out of, in connection with, or in any way related to (1) the undersigned's employment relationship with Releasees; (2) the termination of that employment relationship; (3) any matters arising between Plaintiff and Releasees; and (4) any rights which the undersigned has against Releasees arising under any federal, state, or local statute or law regulating the employment relationship, or the receipt of insurance or employee benefits.


Henry "Geno" Trujillo

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 22nd day of May, 2015, by Henry "Geno" Trujillo.


Notary Public

My Commission Expires:

6/3/19

